

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FRISCO, TEXAS (CITY)**  
**AND**  
**GSWW, INC. (CONSULTANT)**  
**FOR**  
**ENGINEERING**  
**DESIGN SERVICES**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Eight:

**BETWEEN** the City:     **The City of Frisco, Texas**  
6101 Frisco Square Boulevard  
Frisco, Texas 75034  
Telephone: (972) 335-5585  
Facsimile: (972) 731-4945

and the Consultant:   **GSWW, Inc.**  
11117 Shady Trail  
Dallas, Texas 75229-4646  
Telephone: (972) 620-1255  
Facsimile: (972) 620-8028

for the following Project:   **Cottonwood Creek Sanitary Sewer Improvements**

The City and the Consultant agree as set forth below.

**THIS AGREEMENT** is made and entered by and between the **City of Frisco, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **GSWW, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

**WHEREAS**, the City desires to engage the services of the Consultant to design and/or prepare construction documents for the Cottonwood Creek Sanitary Sewer Improvements, hereinafter referred to as "Project;" and

**WHEREAS**, the Consultant desires to render such professional engineering services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the City.
  - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Frisco City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Frisco City Council's authorization for the Frisco City Manager to execute said change order.
  - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE FRISCO CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than July 30, 2010.

## **ARTICLE 2 THE CITY'S RESPONSIBILITIES**

City shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The City shall furnish required information, that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

## **ARTICLE 3 CONSULTANT'S COMPENSATION**

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum basis, for an amount not to exceed Thirty-Seven Thousand Five Hundred Fifty and 00/100 Dollars (\$37,550.00), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."
  - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee, or One Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$1,878.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.
  - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City,

Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

**3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities**

– Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

**3.1.4 Substantial Compliance with Architectural Barriers Act**

– Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, as it exists or may be amended (the "Barriers Act"), as solely determined by the City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of the Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall participate in consultations with said authorities in order to obtain approval for the Project. As part of the services provided under the Consultant's Fee, the Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (the "TDLR"). The Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the construction documents, or inspection of the Project at the commencement of construction, during the construction of the Project, or at the completion of construction.

**3.1.4.1 Submission of Construction Documents to TDLR** – The Consultant shall mail, ship, or hand-deliver the construction

documents to TDLR not later than five (5) calendar days after the Consultant issues the construction documents for the Project.

- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (The "Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Consultant completes the submittal of the construction documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Consultant shall be notified in writing of the results; however, it is the Consultant's responsibility to obtain TDLR's written comments. The Consultant shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the Project. Consultant shall resubmit construction documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. The Consultant shall advise the City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection**  
- When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.
- 3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly

constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final five percent (5%) of Consultant's Fee, or One Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$1,878.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
  - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
  - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
  - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
  - 3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

- 3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position		
Name	Position	Hourly Rate
--	Principals	\$ 175.08
--	Associates / Project Managers	\$ 141.52
--	Project Managers	\$ 116.38
--	Project / Design Engineers	\$ 114.39
--	Graduate Engineers	\$ 89.13
--	Senior CAD Drafters	\$ 111.59
--	CAD Drafters	\$ 59.24
--	Office Services	\$ 71.95
--	Field Superintendent	\$ 92.49
--	Senior Technician	\$ 70.08
--	Technician	\$ 49.66
--	Survey – RPLS	\$ 80.00
--	Survey Technician	\$ 69.25
--	Survey Crew	\$ 113.50

- 3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to

cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.



## **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

## **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy

shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6**  
**CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

**ARTICLE 7**  
**AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached hereto as Exhibit "F" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F." Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

**ARTICLE 8**  
**TERMINATION OF AGREEMENT / REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and

in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

#### **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

#### **ARTICLE 10 INDEMNITY**

**CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT,**

REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

**IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

#### **ARTICLE 11 NOTICES**

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

**Cissy Sylo, P.E.**

Director of Engineering Services  
Engineering Services Department  
City of Frisco  
6101 Frisco Square Boulevard  
Frisco, Texas 75034

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Lowell D. DeGroot, P.E.**

Project Manager  
GSWW, Inc.  
11117 Shady Trail  
Dallas, Texas 75229-4646

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

## **ARTICLE 12 MISCELLANEOUS**

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 Exhibit "E," City of Frisco Contractor Insurance Guidelines.

12.1.7 Exhibit "F," Affidavit.

12.1.8 Exhibit "G," Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees,

- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** - Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.
- 12.16 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2007-2008 fiscal year. City will give Consultant sixty days (60) notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2007-2008 fiscal year unless and until such funds are budgeted.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**Effective Date:** \_\_\_\_\_

**CITY**

City of Frisco, Texas

By: \_\_\_\_\_

George Purefoy

Title: City Manager

**CONSULTANT**

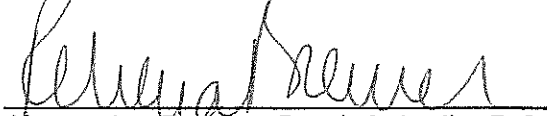
GSWW, Inc.

By:  \_\_\_\_\_

Steven D. Sanders, P.E.

Title: Executive Vice President

**APPROVED AS TO FORM:**

 \_\_\_\_\_

Abernathy, Roeder, Boyd, & Joplin, P.C.



STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires: \_\_\_\_\_

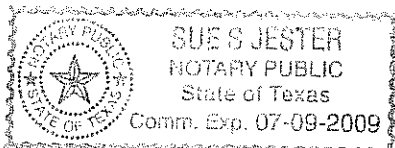
STATE OF TEXAS:

COUNTY OF DALLAS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **STEVEN D. SANDERS**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18<sup>th</sup> DAY OF NOVEMBER, 2008.

*Sue S Jester*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires: 07-09-2009



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Agreement by and between the City of Frisco, Texas (City)**  
**and GSWW, Inc. (Consultant)**  
**to perform professional engineering services for the design and bid package**  
**preparation for Cottonwood Creek Sanitary Sewer Improvements**

---

**I. PROJECT DESCRIPTION.**

The Project involves replacement of approximately 700 L.F. of 18-inch sanitary sewer main to include a piered creek crossing near North County Road and Cottonwood Creek.

**II. TASK SUMMARY, BASIC SERVICES.**

**A. Task One, Project Data Collection –**

- 1.1 Consultant shall obtain As-Built plans for roadway, storm sewer, water and sanitary sewer from City.
- 1.2 Consultant shall obtain record information and review existing materials, reports and maps obtained from the City that are relevant (as determined by City and Consultant) to the Project. The information and data obtained is to be used in the development of construction drawings and specifications for the Project and includes the following:
  - 1.2.1 Existing sanitary sewer master plan;
  - 1.2.2 Existing zoning maps;
  - 1.2.3 Available Geographic Information Systems (GIS) information including water, wastewater, storm sewer, property ownership, planimetrics, contours, aerial photography, floodplain, zoning and other information applicable to the Project;
  - 1.2.4 Existing locator maps and plans for future franchise utilities;
  - 1.2.5 Existing maintenance and/or inspection records;
  - 1.2.6 City of Frisco Land Development Code;
  - 1.2.7 City of Frisco Engineering Design Standards for streets and sanitary sewer construction;
  - 1.2.8 Texas Commission on Environmental Quality (TCEQ) and North Central Texas Council of Governments (NCTCOG) water / wastewater construction specifications and addendum;
  - 1.2.9 Property lines and Right-of-Way.
- 1.3 Consultant shall obtain plans on any ongoing design work adjacent to the Project.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- 1.4 Consultant shall request existing plans from utility owners regarding existing power, telephone, cable television, long distance communications and natural gas.
- 1.5 Consultant shall conduct one (1) meeting with the City to determine the extent of utility replacement and other items.
- 1.6 Consultant shall conduct one (1) meeting with the City to determine any special conditions that may affect Project design and/or construction.
- 1.7 At the conclusion of the meetings with the City, Consultant shall begin preliminary alignment options to determine the scope of survey work.

**B. Task Two, Preliminary Design –**

- 2.1 Plot existing topographic features including pavement and utilities on plan and profile sheets (1"=40' horizontal and 1'=4" vertical).
- 2.2 Preparation of sanitary sewer plan / profile and water plan drawings of proposed reconstruction, stationed along centerline. Profile will show existing ground over the top of pipe. Additionally, information listed in the above Task One will be shown, if available.
- 2.3 Preparation of Erosion Control Plans to comply with the TCEQ Storm Water Management Program.
- 2.4 Design shall reflect approximate lot lines with the appropriate lot information as found on the Collin County Appraisal District website. The exact lot corners will not be field verified or located by the surveyor.
- 2.5 Consultant shall submit four (4) full-size preliminary construction plans and specifications at 35% completion, 65% completion and 95% completion of the preliminary design for City staff review and comments.
- 2.6 Consultant shall prepare and submit any special condition requirements.
- 2.7 Consultant shall prepare and/or revise the Consultant's Opinion of Probable Construction Cost (dated October 1, 2008, as stated in Attachment "A" of the Scope of Services) based on the preliminary design at 65% completion and 95% completion.
- 2.8 Consultant shall incorporate all of the City staff review comments received at the 35% completion, 65% completion and the 95% completion of the preliminary design.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- 2.9 Consultant shall coordinate with all existing utility companies of the proposed design in order to take necessary steps to clear the utilities from any conflicts with the Consultant's preliminary design.
- 2.10 Consultant shall prepare and submit work progress and notify the City of any design issues that arise.
- 2.11 Consultant shall maintain routine contact with City staff during the Project preliminary design phase.

**C. Task Three, Final Design –**

- 3.1 Consultant shall incorporate City's review comments into the final design.
- 3.2 Development of final quantities and preparation of summary sheets. Consultant shall determine Opinion of Probable Construction Cost estimate based upon the final design.
- 3.3 Consultant shall submit four (4) full-size sets of final construction plans, quantities, costs and special conditions to the City for final review.
- 3.4 Consultant shall revise and finalize the design, incorporating City's review comments from the submittal as stated in Paragraph II(C)(3.3) into the final design.
- 3.5 Upon review and incorporation of City's comments into the final design, Consultant shall submit four (4) full-size sets and two (2) half-size sets of final plans, quantities, costs and special conditions to the City.

**D. Task Four, Bid Phase Services –**

- 4.1 Preparation of Final Bid Documents – Consultant shall prepare final bid documents to include proposal forms, construction plans, specifications and contract documents (as required). Consultant to recoup cost of bid packages by non-refundable deposit from bidders from the Consultant's Dallas office.
- 4.2 Consultant shall prepare any required addenda and distribute to the City and to the plan holders.

**E. Task Five, Construction Administration Services –**

- 5.1 Consultant shall attend one (1) pre-construction conference.
- 5.2 Consultant shall provide responses to Requests for Information (RFI) in order to provide clarification to the City and/or the Construction Contractor.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- F. **Task Six, Completion of Record Documents** – Consultant shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to the City the items (and quantities as stated) identified in Paragraph VI(A)(5).

**III. TASK SUMMARY, SPECIAL SERVICES.**

G. **Task Seven, Surveying Services** –

- 7.1 Consultant shall attempt to tie property corners along the Project; tie visible surface topographic features within twenty feet (20') of the survey baseline.
- 7.2 Topographic information, including the existing ground and other surface features (including tree ties – 4" or larger) as needed for design.
- 7.3 Survey shall include horizontal and vertical location of the existing facilities, including existing pavement, fences, utility appurtenances such as water valves, fire hydrants, manholes, etc. that are within the construction areas.
- 7.4 Consultant shall set vertical and horizontal control, based upon the City's controls.
- 7.5 Consultant shall perform an engineering review of the surveyor's work.
- 7.6 Consultant shall incorporate survey files and complete reducing data files.
- 7.7 Consultant shall prepare, if needed, a maximum of three (3) easement descriptions and exhibits for City within the Scope of Services of the Agreement.

H. **Task Eight, Geotechnical Services** –

- 8.1 Consultant shall provide one (1) geotechnical soil boring.

**IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES.**

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1.1 **Scope of Services for the Project in Relation to Article 3, Section 3.1.4 of the Standard Form Agreement** – Relating to the Project, the parties agree that at the time of the execution of the Agreement, the requirements of the Barriers Act are not applicable to the Scope of Services to be performed by Consultant under this Agreement.
- 1.2 Right-of-Way parcel descriptions, excluding sewer easements that may be necessary (as determined by City and Consultant).
- 1.3 Drainage plans or drainage design, including drainage area map.
- 1.4 Detailed construction staking.
- 1.5 Full-time construction inspection services.
- 1.6 Internal inspection of sanitary sewer lines.
- 1.7 Trench excavation safety plan.
- 1.8 Obtaining access or right of entry onto private property that is either in or out of an existing easement.
- 1.9 Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
- 1.10 Utility locate services.
- 1.11 Traffic control plan.
- 1.12 Construction Phasing Plan.
- 1.13 Structural design, other than one (1) creek crossing.
- 1.14 HEC II and Hydraulic Studies.
- 1.15 Creek bed / bank stabilization.
- 1.16 Drainage studies.
- 1.17 Public meetings.
- 1.18 Tree Survey.
- 1.19 Permits required for construction.
- 1.20 Storm Water Pollution Prevention Plans (SWPPP).
- 1.21 Environmental studies.

#### **V. DELIVERABLES.**

A. **Required Deliverables** – At the completion of Tasks One (1) through Eight (8), Consultant shall ensure the delivery of the following products to the City:

##### **1. Task Two, Preliminary Design –**

- 1.1 **35% Completion** – Consultant shall submit base drawings with topographic survey and existing known utilities. Consultant will also provide a preliminary sanitary sewer layout for City discussion regarding design options.
- 1.2 **65% Completion** – Consultant shall provide preliminary design for the sanitary sewer plan and profile and a revised Opinion of Probable

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Construction Cost (from the original dated October 1, 2008, as stated in Attachment "A" of the Scope of Services). The design will also show proposed utility and construction easements necessary for construction. In addition to hard-copy documents, one (1) copy of these drawings shall be submitted to the City in .pdf format on compact diskette.

- 1.3 95% Completion - Consultant shall provide preliminary designed sanitary sewer plan and profile and revised Opinion of Probable Construction Cost to include the 95% completion design elements. The design will show the final creek crossing including details. Consultant shall also provide final utility and construction easement documents. In addition to hard copy documents, one (1) copy of these drawings and documents shall be submitted to City in .pdf format on compact diskette.
2. Task Three, Final Design – Consultant shall provide four (4) full-size sets and two (2) half-size sets of final signed and sealed plans and specifications for the construction of the Project.
3. Task Four, Bid Phase Services – Consultant shall provide plans to the potential Construction Contractors for review and bidding.
4. Task Five, Construction Administration Services – Consultant shall provide City with two (2) hard copy documents of all completed RFI's that are submitted to Consultant for clarification.
5. Task Six, Completion of Record Documents – Consultant shall provide the following to the City within thirty (30) days of substantial completion of construction: One (1) set of construction Record Documents on 24" x 36" mylar; Two (2) sets of construction Record Documents on 24" x 36" on bond paper; One (1) set of construction Record Documents and Contract Documents (front end and technical specifications) in digital (AutoCADD) format; .pdf format and Microsoft Word format.
6. Task Seven, Surveying Services – Consultant shall submit to the City the Topographic Survey.
7. Task Eight, Geotechnical Services – Consultant shall submit to the City the following: One (1) hard copy of the Geotechnical Report and one (1) copy of the Geophysical Investigation Results / Reports.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**VI. PROJECT LABOR ALLOCATION.**

<b>Task</b>	<b>Subtask</b>	<b>Labor Hours</b>
<b>TASK 1</b>	Project Data Collection	8.0 hours
<b>TASK 2</b>	Preliminary Design	5.0 hours
<b>TASK 3</b>	Final Design	105.0 hours
<b>TASK 4</b>	Bid Phase Services	20.0 hours
<b>TASK 5</b>	Construction Administration Services	10.0 hours
<b>TASK 6</b>	Completion of Record Documents	4.0 hours
<b>TASK 7</b>	Topographic Survey Easement Exhibits	150.0 hours 8.0 hours
<b>TASK 8</b>	Geotechnical Services	8.0 hours
<b>GRAND TOTAL</b>		<b>318.0 hours</b>

**VII. ATTACHMENTS.**

- A. Attachment "A," Consultant's Opinion of Probable Construction Cost, Dated October 1, 2008.



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**ATTACHMENT "A"**  
**CONSULTANT'S OPINION OF PROBABLE CONSTRUCTION COST,**  
**DATED OCTOBER 1, 2008**



**GSWW, Inc.**  
*Civil / Environmental Engineers & Planners*

**OPINION OF PROBABLE COST**  
**Preliminary Estimate**

**PROJECT:**

**Cottonwood Branch Sanitary Sewer Replacement**

**OWNER:**

City of Frisco, Texas  
Job # 1027-003

**DATE:**

October 1, 2008

ITEM NO.	DESCRIPTION OF UNIT	UNIT	QUANTITY	UNIT PRICE	COST
1	Trench Safety Design & Implementation	LF	700	\$2.00	\$1,400.00
2	Erosion Control	LS	1	\$3,000.00	\$3,000.00
3	18" Aerial San. Sewer Crossing (approx. 150 long)	LS	1	\$60,000.00	\$60,000.00
4	18" PVC (P.S. 46) Sanitary Sewer	LF	700	\$85.00	\$59,500.00
5	Remove Existing San. Sewer Manhole	EA	1	\$600.00	\$600.00
6	Abandon Existing San. Sewer Manhole	EA	1	\$600.00	\$600.00
7	Construct 5.0' Dia. San. Sewer Manhole ( D'-8' )	EA	6	\$3,500.00	\$21,000.00
8	Additional Vertical Foot of 5.0' Dia. San Sewer Manhole	VF	10	\$150.00	\$1,500.00
9	Turf Restoration	SY	4000	\$2.00	\$8,000.00
10	Gabions walls	CY	40	\$300.00	\$12,000.00
11	Gabions mats	CY	40	\$150.00	\$6,000.00
SUBTOTAL:					\$173,600.00
10% CONTINGENCY:					\$17,360.00
TOTAL:					\$190,960.00

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

Agreement by and between the City of Frisco, Texas (City)  
and GSWW, Inc. (Consultant)  
to perform professional engineering services for the design and bid package  
preparation for Cottonwood Creek Sanitary Sewer Improvements

**I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.**

<b>MONTH, DATE, YEAR</b>	<b>DOLLAR AMOUNT</b>	<b>TASK COMPLETED</b>
<b>December 2, 2008</b>	<b>--</b>	City executes Agreement and Issues Notice to Proceed to Consultant.
<b>December 16, 2008</b>	<b>--</b>	Consultant's receipt of fully executed Agreement.
<b>March 20, 2009</b>	<b>\$ 800.00</b>	<b>Task One, Project Data Collection</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>March 20, 2009</b>	<b>\$ 13,000.00</b>	<b>Task Seven, Surveying Services (Portion of services required for Project design)</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>March 20, 2009</b>	<b>\$ 2,020.00</b>	<b>Task Eight, Geotechnical Services</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>April 24, 2009</b>	<b>\$ 3,000.00</b>	<b>Task Two, Preliminary Design (35% Preliminary Design)</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>May 22, 2009</b>	<b>\$ 6,500.00</b>	<b>Task Two, Preliminary Design (65% Preliminary Design)</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

<b>MONTH, DATE, YEAR</b>	<b>DOLLAR AMOUNT</b>	<b>TASK COMPLETED</b>
<b>May 22, 2009</b>	<b>\$ 1,800.00</b>	<b>Task Two, Preliminary Design (Structural Services for Design)</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>June 12, 2009</b>	<b>\$ 4,352.00</b>	<b>Task Two, Preliminary Design (95% Preliminary Design)</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>August 14, 2009</b>	<b>\$ 1,500.00</b>	<b>Task Three, Final Design</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>August 14, 2009</b>	<b>\$ 1,200.00</b>	<b>Task Seven, Surveying Services (Easement Exhibits)</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>December 4, 2009</b>	<b>\$ 1,000.00</b>	<b>Task Four, Bid Phase Services</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>January 8, 2010</b>	<b>\$ 500.00</b>	<b>Task Five, Construction Administration Services</b> (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
<b>July 30, 2010</b>	<b>\$ 1,878.00</b> (5% of Consultant's Fee)	<b>Task Four, Record Documents.</b>
<b>TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)</b>	<b>\$ 37,550.00</b>	<b>—</b>

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

**II. PROJECT BUDGET SUMMARY.**

**A. Basic Services.**

1. Description of Basic Services.

a. <b>Project Data Collection.</b>	\$ 800.00
b. <b>Preliminary Design.</b>	\$ 15,652.00
c. <b>Final Design.</b>	\$ 1,500.00
d. <b>Bid Phase Services.</b>	\$ 1,000.00
e. <b>Construction Administration Services.</b>	\$ 500.00
f. <b>Completion of Record Documents.</b>	\$ 1,878.00

2. *Total Basic Services (Lump Sum, Not-To-Exceed)* \$ 21,330.00

**B. Special Services.**

1. Description of Special Services.

a. <b>Surveying Services.</b>	\$ 14,200.00
b. <b>Geotechnical Services.</b>	\$ 2,020.00

2. *Total Special Services (Lump Sum, Not-To-Exceed)* \$ 16,220.00

**C. Direct Expenses.**

a. *Total Direct Expenses (Lump Sum, Not-To-Exceed)* \$ 0,000.00

**D. Project Budget, Grand Total (Lump Sum, Not-To-Exceed)** \$ 37,550.00

**EXHIBIT "C"**  
**CITY OF FRISCO**  
**GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)**

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
  - a. Pre-Construction/As-Built Plans and/or Record Documents:
    - i. Layers from Final Plat Requirements as Applicable to Project Type.
    - ii. Water Utility Features.
    - iii. Sanitary Sewer Features.
    - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Frisco Subdivision Ordinance Section 5.02.

**EXHIBIT "D"**  
**CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND  
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY.** The Consultant shall be solely responsible for the auditing of all direct expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES.**

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of reproductions,

**EXHIBIT "D"**  
**CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND  
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

**EXHIBIT "D"**  
**CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND  
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

**III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

**IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.



**EXHIBIT "E"**  
**CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES**

**I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –**

- A. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- B. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

**II. INSURANCE COMPANY QUALIFICATION –** All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

**III. CERTIFICATE OF INSURANCE –** A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

**EXHIBIT "E"**  
**CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES**

**IV. INSURANCE CHECKLIST** – "X" means that the following coverage is required for this Agreement.

	<b>Coverage Required</b>	<b>Limits</b>
<u>  X  </u>	1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> <li>▪ Statutory Limits of the State of Texas</li> </ul>
<u>  X  </u>	2. General Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>
<u>      </u>	3. XCU Coverage	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>
<u>  X  </u>	4. Professional Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$ 1,000,000.00 each claim;</li> <li>▪ Minimum \$ 2,000,000.00 in the aggregate.</li> </ul>
<u>      </u>	5. Umbrella Coverage or Excess Liability Coverage	<ul style="list-style-type: none"> <li>▪ An amount of \$ 2,000,000.00.</li> </ul>
<u>  X  </u>	6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.	
<u>  X  </u>	7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.	
<u>  X  </u>	8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<u>  X  </u>	9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).	
<u>  X  </u>	10. The Certificate of Insurance must state the project title and bid number.	
<u>      </u>	11. Other Insurance Requirements (State Below):	

EXHIBIT "F"  
AFFIDAVIT

THE STATE OF TEXAS

§  
§  
§

THE COUNTY OF Collin

I, Lowell DeGroot, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- \_\_\_\_\_ Ownership of 10% or more of the voting shares of the business entity.
- \_\_\_\_\_ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- \_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- \_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- \_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- \_\_\_\_\_ Other: \_\_\_\_\_
- X \_\_\_\_\_ None of the Above.

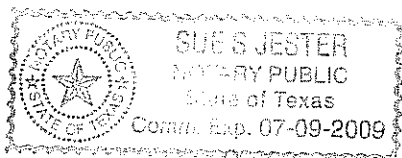
Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 17 day of November, 2008.

Lowell D. DeGroot  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared LOWELL D. DEGROOT and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 17<sup>th</sup> day of NOVEMBER, 2008.



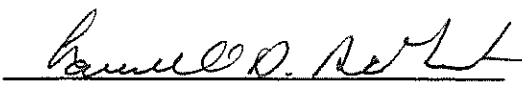
Sue S. Jester  
Notary Public in and for the State of Texas  
My commission expires: 07-09-2009

**EXHIBIT "G"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: small;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; font-size: x-small;">Date Received</div>
<div style="border: 1px solid black; padding: 2px;"><b>1</b> Name of person doing business with local governmental entity.</div>		
<div style="border: 1px solid black; padding: 2px; font-family: cursive; font-size: 1.2em;">GSWW, Inc.</div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 10px;"></div><div><b>2</b> Check this box if you are filing an update to a previously filed questionnaire.</div></div><p style="font-size: x-small; margin-top: 10px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 10px;"></div><div><b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</div></div><div style="border: 1px solid black; padding: 2px; font-family: cursive; font-size: 1.5em; margin-top: 10px;">NO</div></div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center;"><div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 10px;"></div><div><b>4</b> Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</div></div><div style="border: 1px solid black; padding: 2px; font-family: cursive; font-size: 1.5em; margin-top: 10px;">NO</div></div>		

Amended D:\13\2008

**EXHIBIT "G"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor or other person doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p> <p>Page 2</p>
<p><b>5</b> Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, Item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p style="text-align: center;"><i>None</i></p>	
<p><b>6</b> Describe any other affiliation or business relationship that might cause a conflict of interest.</p> <p style="text-align: center;"><i>None</i></p>	
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 50px;"><div style="text-align: center;"> Signature of person doing business with the governmental entity</div><div style="text-align: center;"><u>11-17-08</u> Date</div></div>	

Amended 01/13/2008

11/18/2008

McLaughlin Brunson Insurance Agency, LLP  
6600 LBJ Freeway, Suite 220  
Dallas TX 75240  
(214) 503-1212

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

NAIC #

GSWW, Inc.

11117 Shady Trail  
Dallas TX 75229

INSURER A: Liberty Insurance Underwriters

19917

INSURER B:

INSURER C:

INSURER D:

INSURER F.

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  _____				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  _____				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		<b>OTHER Professional Liab</b>	<b>AEE197283-0108</b>	<b>8/15/2008</b>	<b>8/15/2009</b>	<b>\$1,000,000 Per Claim/Annual Aggregate</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. RE: Cottonwood Creek Sanitary Sewer Improvements

**CERTIFICATE HOLDER**

City of Frisco

6101 Frisco Square Blvd.

Fristo TX 75034

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ~~FORWARD~~MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS OF THE~~  
~~POLICY OR TO THE ADDRESS OF THE CERTIFICATE HOLDER IF DIFFERENT FROM THAT OF THE~~  
~~POLICY.~~

**AUTHORIZED REPRESENTATIVE**

Petard & Melangilin

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/18/2008

PRODUCER (972) 234-1300  
JIM FRAMPTON INS AGENCY, INC  
P O BOX 833190THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

RICHARDSON TX 75083-3190

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: AMERICAN CASUALTY CO.

GSWW, Inc.

INSURER B: TRANSPORTATION INS.CO.

INSURER C: NATIONAL FIRE INS. CO.

11117 Shady Trail

INSURER D: CONTINENTAL CASUALTY

Dallas

TX 75229-

INSURER E:

**COVERAGES**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY  
REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN,  
THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.  
AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
LTR	INSRD			DATE (MM/DD/YY)	DATE (MM/DD/YY)	
A	X	GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TCP 1013085798	01/23/2008	01/23/2009	MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> CONTRACTORS BLANKET		/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> ADDITIONAL INSURED		/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	
B	X	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO	BUA 1013085784	01/23/2008	01/23/2009	BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS		/ /	/ /	
		<input checked="" type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
		SCOL/CO11-\$500 ded				
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA AGG \$
						AUTO ONLY: AGG \$
C	X	EXCESS/UMBRELLA LIABILITY	CUP 1013085834	01/23/2008	01/23/2009	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
		<input checked="" type="checkbox"/> RETENTION \$10,000		/ /	/ /	\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 1013085770	01/23/2008	01/23/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	BLKT. WAIVER SUBROGATION	/ /	/ /	E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER BUSINESS PERSONAL PROPERTY	TCP 1013085798	01/23/2008	01/23/2009	TOTAL LIMIT 313,000
				/ /	/ /	
				/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: COTTONWOOD CREEK SANITARY SEWER IMPROVEMENTS

THE CITY OF FRISCO, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED

A WAIVER OF SUBROGATION IS INCLUDED AGAINST THE CITY OF FRISCO FOR INJURIES, INCLUDING DEATH, PROPERTY  
DAMAGE, OR ANY OTHER LOSS TO THE EXTENT THE SAME IS COVERED BY THE PROCEEDS OF THE INSURANCE.**CERTIFICATE HOLDER**

(972) 335-5585 (972) 731-4945

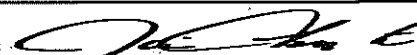
THE CITY OF FRISCO, TEXAS  
6101 FRISCO SQUARE BOULEVARD

FRISCO

TX 75034-

**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT  
FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE  
INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08)

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INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

Page 1 of 2